

# EL DORADO WILDLIFE AREA

Agricultural Permit  
Area #2: all tracts  
North of Interstate  
35.

North of Interstate  
35.

## LEGEND

Park Office



Wildlife Area Office



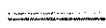
Paved Road



Gravel Road



Unmaintained Road



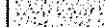
Wildlife Area  
(Hunting Allowed)



No Hunting



Marshes



State Park Area



Corps of Engineers Parks



Parking Area



Information



Marina



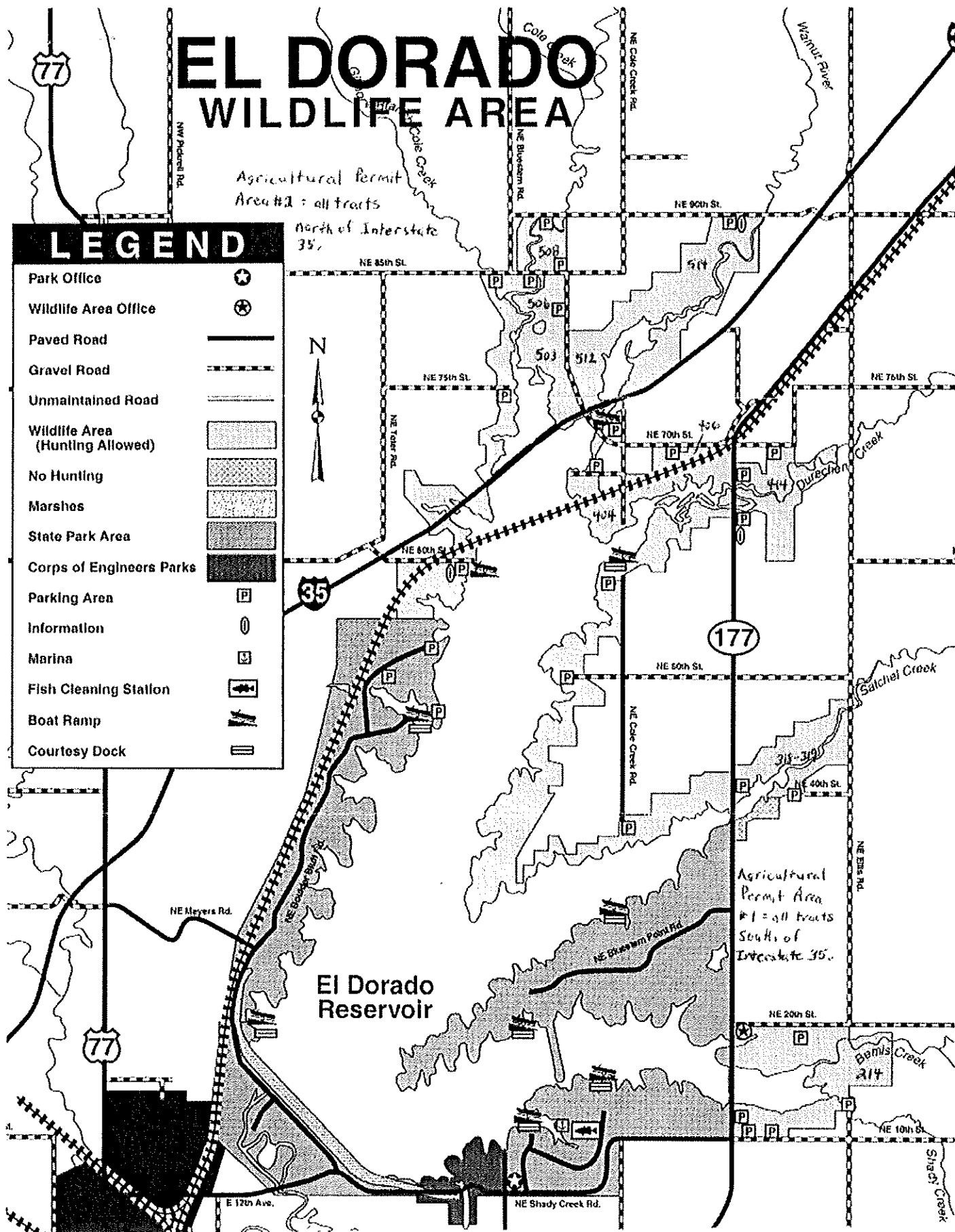
Fish Cleaning Station



Boat Ramp



Courtesy Dock



El Dorado  
Reservoir

Agricultural Permit  
Area #1: all tracts  
South of  
Interstate 35.

Bid Quotation # \_\_\_\_\_

STATE LAND \_\_\_\_\_

FEDERAL LAND   X  

**KANSAS DEPARTMENT OF WILDLIFE AND PARKS  
AGRICULTURAL PRODUCTION PERMIT**

This permit, number ELDR-C01-1/4-2012, is made and entered into this 1st day of January, 2011 between the Kansas Department of Wildlife and Parks, hereinafter called the "Department", and \_\_\_\_\_ hereinafter called the "Permittee", WITNESSETH:

The Kansas Department of Wildlife and Parks by virtue of authority conferred by Kansas law, and/or the License, Agreement of Lease of the United States Government, and in consideration of the benefits issuing to the general public from the management of the wildlife resources of Kansas, hereby lets to the Permittee for specified agricultural activities for the term of 2 years beginning January 1, 2011, and ending December 31, 2012, in the following described property situated in the county of Butler, in the state of Kansas:  
Tracts 214A,B,C; 318-319A,B,C,D; 404A; 406A; 414A,B,C,D,E,F,G      El Dorado Wildlife Area

THIS PERMIT is granted subject to the following provisions and conditions:

**A. DEPARTMENT COMPENSATION**

The Permittee agrees to complete the terms of this permit and to compensate the Department for use of this property as follows:

Cash payment of \$ \_\_\_\_\_ per acre farmed per year.

**B. AGRICULTURAL ACTIVITIES**

- (1) The agricultural activities for each year will be agreed upon on the Annual Permit which when signed by the permittee, then becomes part of this agreement.
- (2) It is understood that the Department is using agricultural agreements solely to further wildlife benefits on the project lands and that specified agricultural practices and conditions may differ from those common in the private sector.

**C. DEPARTMENT**

- (1) The Department agrees to furnish the property previously described only for such agricultural uses as provided in this permit.
- (2) The Department reserves the right for itself and/or the United States Government, their representative, officers, agents, or employees to enter upon permitted property at any time and for any purpose.
- (3) The Department and/or the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use, cultivation, or occupation of the permitted property, nor for damages to the property of the Permittee, nor for injuries to the person of the Permittee or Permittee's officers, agents, servants, or employees, or others who may be on the permitted property at their invitation or the invitation of any one of them for injury or damage arising from or incident to flooding or state and/or federal activities; and the Permittee shall hold the Department and/or the United States harmless from any and all such claims.
- (4) The Department reserves the right to take any land out of production that it deems necessary to meet area management objectives.

**D. PERMITTEE** The Permittee agrees to:

- (1) Furnish all machinery, equipment, materials and labor necessary to achieve the purposes specified in this Agricultural Production Permit and the Annual Permit.
- (2) Provide all seed (free of noxious weed seed), seed treating materials, and fertilizer necessary to produce crops.
- (3) Control noxious weeds on leased cropland or rangeland acreage unless otherwise designated on the Annual Permit. Control methods shall be approved by the manager and comply with State Noxious Weed Division guidelines.
- (4) Use standard soil testing methods prior to any fertilizer application. Fertilizer must be applied at the same rate to the Department's and Permittee's share.
- (5) Pay all expense of threshing, tilling, harvesting, fencing, hauling, planting, and all other work hired or done by the permittee.
- (6) Deliver to market the Department's share of the crops without any expense to the Department.
- (7) Meet planting, harvesting, entry, and removal dates if so specified.
- (8) Keep Department fences and other improvements in good repair and condition during the term of the agreement (ordinary wear or unavoidable destruction excepted).
- (9) Obtain prior written permission from the manager on department lands to:
  - a) damage or remove any vegetation
  - b) burn, hay, bale, harvest or otherwise remove any crop residue or vegetation
  - c) plow any land not specified for crop production
  - d) graze or place any livestock not associated with this permit
  - e) apply any chemical not on the department's approved list
  - f) transfer or assign this permit or sublet said property or any part thereof, or grant any interest, privilege, or license whatsoever in connection with this permit.
- (10) Maintain certification on all cropland acres with the appropriate Consolidated Farm Service Agency (CFSA) Office.
- (11) Control soil erosion as completely as possible by strip cropping, contour farming, maintaining waterways, turning rows and terraces, filling small ditches that form and cooperating fully with conservation practices that the Department may direct;
- (12) Notify the Department of crop harvest or livestock removal on the permitted property at least one week before that harvest or removal and submit the income for the department's share within 14 days after income is received from the property.
- (13) Cooperate fully in programs for the enhancement of fish and wildlife and understand the permitted area is open to the public unless otherwise posted by the department.
- (14) Farm or ranch the land himself or with employees. The Permittee must also be actively engaged in the farming or ranching business as a means of livelihood.

- (15) Be monetarily liable for any damage or loss caused to permitted property by Permittee's activities or negligence of activities outlined under this permit and will exercise due diligence in the protection of all resources and/or improvements on or part of such property.
- (16) Do all in his power to prevent and suppress wild fires on permitted property and immediately report any which he cannot suppress.
- (17) If it is determined by the Department or the United States that the land covered by this permit or any portion thereof, is needed for any purposes, this permit may be terminated by the United States or the Department upon 30 days written notice to the Permittee.
- (18) The Permittee shall not do or omit to do, or knowingly suffer, or permit to be done by others, anything by which act or omission, any person may be endangered or injured by the use of the wildlife areas and shall save the United States, and the State of Kansas harmless from any claim on account of any personal injury or property damage by reason of anything done, or knowingly suffered or omitted to be done by the Permittee, in its exercise of the rights and privileges granted by this permit.
- (19) In the event of the termination of the license, agreement or lease between the United States and the Kansas Department of Wildlife and Parks, the United States shall stand in the stead of the Department as grantor for the remainder of the term of this permit; provided, however, in the event of such termination, the United States at any time within 90 days thereafter may terminate this permit by giving to the Permittee 30 days written notice and in such event a period of 30 days after termination of this permit or such longer period as may be determined by the Bureau of Reclamation and/or the Corps of Engineers to be reasonable, improvements which have been constructed on the premises at the sole cost or expense of the Permittee; otherwise after the expiration of such period of time, the title to such improvements shall vest in the United States.

**E. RENEWAL**

- (1) The maximum term length of this permit shall be two (2) years. All competitive bid permits are renewable for a maximum of two additional terms but will not exceed a total length of six (6) years.
- (2) Obligations imposed upon permittee are binding and may be enforced by the Department notwithstanding termination of this agreement.

**F. FORFEITURE OF PERMIT**

Failure of the Permittee to comply with the terms and conditions of this permit, or conviction of the Permittee of a wildlife law violation shall be cause for revocation of this permit.

**G. HEIRS ARE BOUND**

This permit shall extend to and be binding upon the heirs, executors and administrators, and agents of the parties of this permit, except as herein provided.

**H. MODIFICATION**

This permit may only be modified by mutual agreement of the parties in writing.

**I. MISCELLANEOUS**

- (1) The Permittee certifies by placement of signature to this agreement that neither he nor his principals, sub-contractors and suppliers used by him on this project are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in such permit by any State or Federal Department or Agency.
- (2) The Permittee agrees to comply with all applicable federal, state, and local laws, regulations and ordinances. Further, equal opportunity to participate in and benefit from programs described herein with the Kansas Department of Wildlife and Parks is available to all individuals without regard to race, color, national origin or ancestry, religion, sex, age, disability, military or veteran status, political affiliation, sexual orientation or gender identity. Any complaints of discrimination shall be forwarded to the Office of the Secretary, KDWP, 1020 S. Kansas Ave, Suite 200, Topeka, KS 66612.
- (3) The Department reserves the right to withhold payment for incomplete service product or for substandard service work as set forth in the standards above. The Department shall not be responsible for additional work required for bringing the services up to permit standards. Further, the Department reserves the right to terminate the permit at any time based upon the fiscal necessity of the Department and upon written notice effective upon receipt. Breach of any provision of this permit shall be grounds for recession of the permit by the Department, as determined in the sole discretion of the Department.
- (4) This permit shall not be assigned to any other entity, nor the respective duties thereof. Further, the Department and the Permittee shall act in their individual capacities and not as agents, employees, partners, in joint venture, or as associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- (5) This permit, and its attachments, shall constitute the entire agreement and shall control the relationship between the parties, regardless of any other understanding between the parties. In the event any of the provisions of the permit are deemed to be invalid or unenforceable, the same shall be deemed severable from the remainder of the permit. If such provision shall be deemed invalid due to its scope and breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.
- (6) The Department's failure at any time to require strict performance by the Permittee of any provision of this permit shall not waive or diminish the Department's right thereafter to demand strict compliance therewith or with any provision. Waiver of any default shall not waive any other default.
- (7) This permit may only be amended by written mutual amendment and attached hereof according to the same formalities required of the original execution of this permit.

IN WITNESS WHEREOF, we have executed this Permit Agreement on \_\_\_\_\_, 20 \_\_\_\_.

BY \_\_\_\_\_  
Permittee

BY \_\_\_\_\_  
Manager

BY \_\_\_\_\_  
Regional Supervisor

**ANNUAL PERMIT**

Bid Quotation # \_\_\_\_\_

Term Status \_\_\_\_\_

AREA: ELDR  
PERMITTEE NAME: \_\_\_\_\_Crop Year: 2011  
Permit No.: ELDR-C01-1/4-2012  
Tract No.(s): 214, 318-319, 404, 406, 414

REGIONAL SUPERVISOR \_\_\_\_\_ DATE \_\_\_\_\_

PERMITTEE \_\_\_\_\_ DATE \_\_\_\_\_

PUBLIC LANDS MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

**AGRICULTURAL SUMMARY  
CROPLAND**

<u>Small Grain</u>	<u>Acres</u>	<u>Agency Share</u>	<u>Notes</u>
Wheat Harvest Wheat Plant			
<u>Row Crop</u>			
Corn	116.00	\$	10 rows left in each field.
Milo	75.00	\$	10 rows left in each field.
Soybeans	94.00	\$	10 rows left in each field.
Cane Sorghum			
Sunflowers			
Other			
<u>Legume/Hay</u>			
Alfalfa			
Clover			
Cool Season			
Brome			
Native Grass			

Idle GroundOther Comments or Conditions

1. No farming operations will occur before March 1.
2. The initial production payment (50% or more of annual payment) must be made before field work begins or before April 1 (whichever comes first). The final production payment may be made following harvest, but must be made before December 1. Production payments will not be reimbursed due to flooding.
3. The states share will be planted and managed the same as the permittees share. For example; seed, fertilizer, and herbicide applications will be applied at the same rate.
4. Permittee will contact the area manager prior to any crop or harvest changes.

5. The states share (10 rows or 25 feet; whichever is greater) will be left unharvested along the entire outer perimeter of each field.
6. The manager may trade the states share of crops between fields, to enhance wildlife utilization.
7. Spring salvage of grain will be at the discretion of the area manager. If salvage is allowed, the permittee agrees to harvest, haul to the elevator, and sell the states share. In exchange for these services the permittee will receive 50% of all grain harvested, while the remaining 50% will be sold in the Departments name.

Previous Year Issues:

To be documented, if any.

El Dorado Wildlife Area  
Tract No. 214



Crop Year: 2011

Field	Wheat	Milo	Corn	Soybeans	Sunflower	Idle	Other	Total
A1				14				14
A2			22					22
A3		19						19
A4		11						11
B				9				9
C		6						6
								0
Total	0	36	22	23	0	0	0	81

NOTES: Sections 25 & 26, T25S, R6E.

# El Dorado Wildlife Area Tract No. 318-319



Crop Year: 2010

Field	Wheat	Milo	Corn	Soybeans	Sunflower	Idle	Other	Total
A			17					17
B1			16					16
B2			6					6
C				26				26
D1		7						7
D2		15						15
								0
Total	0	22	39	26	0	0	0	87

NOTES: Section 11, T25S, R6E. Areas fallowed along the southern edge of fields B1 & C in 2009 shall become permanently retired.

El Dorado Wildlife Area  
Tract No. 404



Crop Year: 2010

Field	Wheat	Milo	Corn	Soybeans	Sunflower	Idle	Other	Total
A			22					22
								0
								0
								0
								0
								0
								0
Total	0	0	22	0	0	0	0	22

NOTES: Section 33, T24S, R6E. Areas fallowed along the western and southern edge in 2009 shall become permanently retired.



El Dorado Wildlife Area  
Tract No. 406



Crop Year: 2010

Field	Wheat	Milo	Corn	Soybeans	Sunflower	Idle	Other	Total
A				12				12
								0
								0
								0
								0
								0
								0
Total	0	0	0	12	0	0	0	12

NOTES: Section 34, T24S, R6E.

# El Dorado Wildlife Area Tract No. 414



Crop Year: 2010

Field	Wheat	Milo	Corn	Soybeans	Sunflower	Idle	Other	Total
A				6				6
B		13						13
C		4						4
D			9					9
E			14					14
F				27				27
G			10					10
Total	0	17	33	33	0	0	0	83

NOTES: Section 35, T24S, R6E. Areas fallowed along the southern edge of fields F & G in 2009 shall become permanently retired. Areas fallowed in Field E in 2010 shall become permanently retired. Additional areas in Field E have been targeted for riparian area width enhancements. Permittee will idle appropriate areas along the corridor to maintain a minimum of 100' from the edge of Durechen Creek to the north and 100' from the edge of the wetland to the west and south. These acres will become permanently idled.

Bid Quotation # \_\_\_\_\_

STATE LAND \_\_\_\_\_

FEDERAL LAND   X  

**KANSAS DEPARTMENT OF WILDLIFE AND PARKS  
AGRICULTURAL PRODUCTION PERMIT**

This permit, number ELDR-C02-1/4-2012, is made and entered into this 1st day of January, 2011 between the Kansas Department of Wildlife and Parks, hereinafter called the "Department", and \_\_\_\_\_ hereinafter called the "Permittee", WITNESSETH:

The Kansas Department of Wildlife and Parks by virtue of authority conferred by Kansas law, and/or the License, Agreement of Lease of the United States Government, and in consideration of the benefits issuing to the general public from the management of the wildlife resources of Kansas, hereby lets to the Permittee for specified agricultural activities for the term of 2 years beginning January 1, 2011, and ending December 31, 2012, in the following described property situated in the county of Butler, in the state of Kansas:  
Tracts 503A; 512A,B; 506A,B,C; 508A,B,C; 514A,B,C,D El Dorado Wildlife Area

THIS PERMIT is granted subject to the following provisions and conditions:

**A. DEPARTMENT COMPENSATION**

The Permittee agrees to complete the terms of this permit and to compensate the Department for use of this property as follows:

Cash payment of \$ \_\_\_\_\_ per acre farmed per year.

**B. AGRICULTURAL ACTIVITIES**

- (1) The agricultural activities for each year will be agreed upon on the Annual Permit which when signed by the permittee, then becomes part of this agreement.
- (2) It is understood that the Department is using agricultural agreements solely to further wildlife benefits on the project lands and that specified agricultural practices and conditions may differ from those common in the private sector.

**C. DEPARTMENT**

- (1) The Department agrees to furnish the property previously described only for such agricultural uses as provided in this permit.
- (2) The Department reserves the right for itself and/or the United States Government, their representative, officers, agents, or employees to enter upon permitted property at any time and for any purpose.
- (3) The Department and/or the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use, cultivation, or occupation of the permitted property, nor for damages to the property of the Permittee, nor for injuries to the person of the Permittee or Permittee's officers, agents, servants, or employees, or others who may be on the permitted property at their invitation or the invitation of any one of them for injury or damage arising from or incident to flooding or state and/or federal activities; and the Permittee shall hold the Department and/or the United States harmless from any and all such claims.
- (4) The Department reserves the right to take any land out of production that it deems necessary to meet area management objectives.

**D. PERMITTEE** The Permittee agrees to:

- (1) Furnish all machinery, equipment, materials and labor necessary to achieve the purposes specified in this Agricultural Production Permit and the Annual Permit.
- (2) Provide all seed (free of noxious weed seed), seed treating materials, and fertilizer necessary to produce crops.
- (3) Control noxious weeds on leased cropland or rangeland acreage unless otherwise designated on the Annual Permit. Control methods shall be approved by the manager and comply with State Noxious Weed Division guidelines.
- (4) Use standard soil testing methods prior to any fertilizer application. Fertilizer must be applied at the same rate to the Department's and Permittee's share.
- (5) Pay all expense of threshing, tilling, harvesting, fencing, hauling, planting, and all other work hired or done by the permittee.
- (6) Deliver to market the Department's share of the crops without any expense to the Department.
- (7) Meet planting, harvesting, entry, and removal dates if so specified.
- (8) Keep Department fences and other improvements in good repair and condition during the term of the agreement (ordinary wear or unavoidable destruction excepted).
- (9) Obtain prior written permission from the manager on department lands to:
  - a) damage or remove any vegetation
  - b) burn, hay, bale, harvest or otherwise remove any crop residue or vegetation
  - c) plow any land not specified for crop production
  - d) graze or place any livestock not associated with this permit
  - e) apply any chemical not on the department's approved list
  - f) transfer or assign this permit or sublet said property or any part thereof, or grant any interest, privilege, or license whatsoever in connection with this permit.
- (10) Maintain certification on all cropland acres with the appropriate Consolidated Farm Service Agency (CFSA) Office.
- (11) Control soil erosion as completely as possible by strip cropping, contour farming, maintaining waterways, turning rows and terraces, filling small ditches that form and cooperating fully with conservation practices that the Department may direct;
- (12) Notify the Department of crop harvest or livestock removal on the permitted property at least one week before that harvest or removal and submit the income for the department's share within 14 days after income is received from the property.
- (13) Cooperate fully in programs for the enhancement of fish and wildlife and understand the permitted area is open to the public unless otherwise posted by the department.
- (14) Farm or ranch the land himself or with employees. The Permittee must also be actively engaged in the farming or ranching business as a means of livelihood.

- (15) Be monetarily liable for any damage or loss caused to permitted property by Permittee's activities or negligence of activities outlined under this permit and will exercise due diligence in the protection of all resources and/or improvements on or part of such property.
- (16) Do all in his power to prevent and suppress wild fires on permitted property and immediately report any which he cannot suppress.
- (17) If it is determined by the Department or the United States that the land covered by this permit or any portion thereof, is needed for any purposes, this permit may be terminated by the United States or the Department upon 30 days written notice to the Permittee.
- (18) The Permittee shall not do or omit to do, or knowingly suffer, or permit to be done by others, anything by which act or omission, any person may be endangered or injured by the use of the wildlife areas and shall save the United States, and the State of Kansas harmless from any claim on account of any personal injury or property damage by reason of anything done, or knowingly suffered or omitted to be done by the Permittee, in its exercise of the rights and privileges granted by this permit.
- (19) In the event of the termination of the license, agreement or lease between the United States and the Kansas Department of Wildlife and Parks, the United States shall stand in the stead of the Department as grantor for the remainder of the term of this permit; provided, however, in the event of such termination, the United States at any time within 90 days thereafter may terminate this permit by giving to the Permittee 30 days written notice and in such event a period of 30 days after termination of this permit or such longer period as may be determined by the Bureau of Reclamation and/or the Corps of Engineers to be reasonable, improvements which have been constructed on the premises at the sole cost or expense of the Permittee; otherwise after the expiration of such period of time, the title to such improvements shall vest in the United States.

**E. RENEWAL**

- (1) The maximum term length of this permit shall be two (2) years. All competitive bid permits are renewable for a maximum of two additional terms but will not exceed a total length of six (6) years.
- (2) Obligations imposed upon permittee are binding and may be enforced by the Department notwithstanding termination of this agreement.

**F. FORFEITURE OF PERMIT**

Failure of the Permittee to comply with the terms and conditions of this permit, or conviction of the Permittee of a wildlife law violation shall be cause for revocation of this permit.

**G. HEIRS ARE BOUND**

This permit shall extend to and be binding upon the heirs, executors and administrators, and agents of the parties of this permit, except as herein provided.

**H. MODIFICATION**

This permit may only be modified by mutual agreement of the parties in writing.

**I. MISCELLANEOUS**

- (1) The Permittee certifies by placement of signature to this agreement that neither he nor his principals, sub-contractors and suppliers used by him on this project are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in such permit by any State or Federal Department or Agency.
- (2) The Permittee agrees to comply with all applicable federal, state, and local laws, regulations and ordinances. Further, equal opportunity to participate in and benefit from programs described herein with the Kansas Department of Wildlife and Parks is available to all individuals without regard to race, color, national origin or ancestry, religion, sex, age, disability, military or veteran status, political affiliation, sexual orientation or gender identity. Any complaints of discrimination shall be forwarded to the Office of the Secretary, KDWP, 1020 S. Kansas Ave, Suite 200, Topeka, KS 66612.
- (3) The Department reserves the right to withhold payment for incomplete service product or for substandard service work as set forth in the standards above. The Department shall not be responsible for additional work required for bringing the services up to permit standards. Further, the Department reserves the right to terminate the permit at any time based upon the fiscal necessity of the Department and upon written notice effective upon receipt. Breach of any provision of this permit shall be grounds for recession of the permit by the Department, as determined in the sole discretion of the Department.
- (4) This permit shall not be assigned to any other entity, nor the respective duties thereof. Further, the Department and the Permittee shall act in their individual capacities and not as agents, employees, partners, in joint venture, or as associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- (5) This permit, and its attachments, shall constitute the entire agreement and shall control the relationship between the parties, regardless of any other understanding between the parties. In the event any of the provisions of the permit are deemed to be invalid or unenforceable, the same shall be deemed severable from the remainder of the permit. If such provision shall be deemed invalid due to its scope and breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.
- (6) The Department's failure at any time to require strict performance by the Permittee of any provision of this permit shall not waive or diminish the Department's right thereafter to demand strict compliance therewith or with any provision. Waiver of any default shall not waive any other default.
- (7) This permit may only be amended by written mutual amendment and attached hereof according to the same formalities required of the original execution of this permit.

IN WITNESS WHEREOF, we have executed this Permit Agreement on \_\_\_\_\_, 20 \_\_\_\_.

BY \_\_\_\_\_  
Permittee

BY \_\_\_\_\_  
Manager

BY \_\_\_\_\_  
Regional Supervisor

**ANNUAL PERMIT**Bid Quotation # \_\_\_\_\_  
Term Status \_\_\_\_\_AREA: ELDR  
PERMITTEE NAME: \_\_\_\_\_Crop Year: 2011  
Permit No.: ELDR-C02-1/4-2012  
Tract No.(s): 503, 512, 506, 508, 514

REGIONAL SUPERVISOR \_\_\_\_\_ DATE \_\_\_\_\_

PERMITTEE \_\_\_\_\_ DATE \_\_\_\_\_

PUBLIC LANDS MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

**AGRICULTURAL SUMMARY  
CROPLAND**

<u>Small Grain</u>	<u>Acres</u>	<u>Agency Share</u>	<u>Notes</u>
Wheat Harvest			10 rows left in each field.
Wheat Plant	37.00		
<u>Row Crop</u>			
Corn	94.00	\$	10 rows left in each field.
Milo	80.00	\$	10 rows left in each field.
Soybeans	95.00	\$	10 rows left in each field.
Cane Sorghum			
Sunflowers	28.00	100%	
Other			
<u>Legume/Hay</u>			
Alfalfa			
Clover			
Cool Season			
Brome			
Native Grass			

Idle GroundOther Comments or Conditions

1. No farming operations will occur before March 1.
2. The initial production payment (50% or more of annual payment) must be made before field work begins or before April 1 (whichever comes first). The final production payment may be made following harvest, but must be made before December 1. Production payments will not be reimbursed due to flooding.
3. The states share will be planted and managed the same as the permittees share. For example; seed, fertilizer, and herbicide applications will be applied at the same rate.
4. Permittee will contact the area manager prior to any crop or harvest changes.

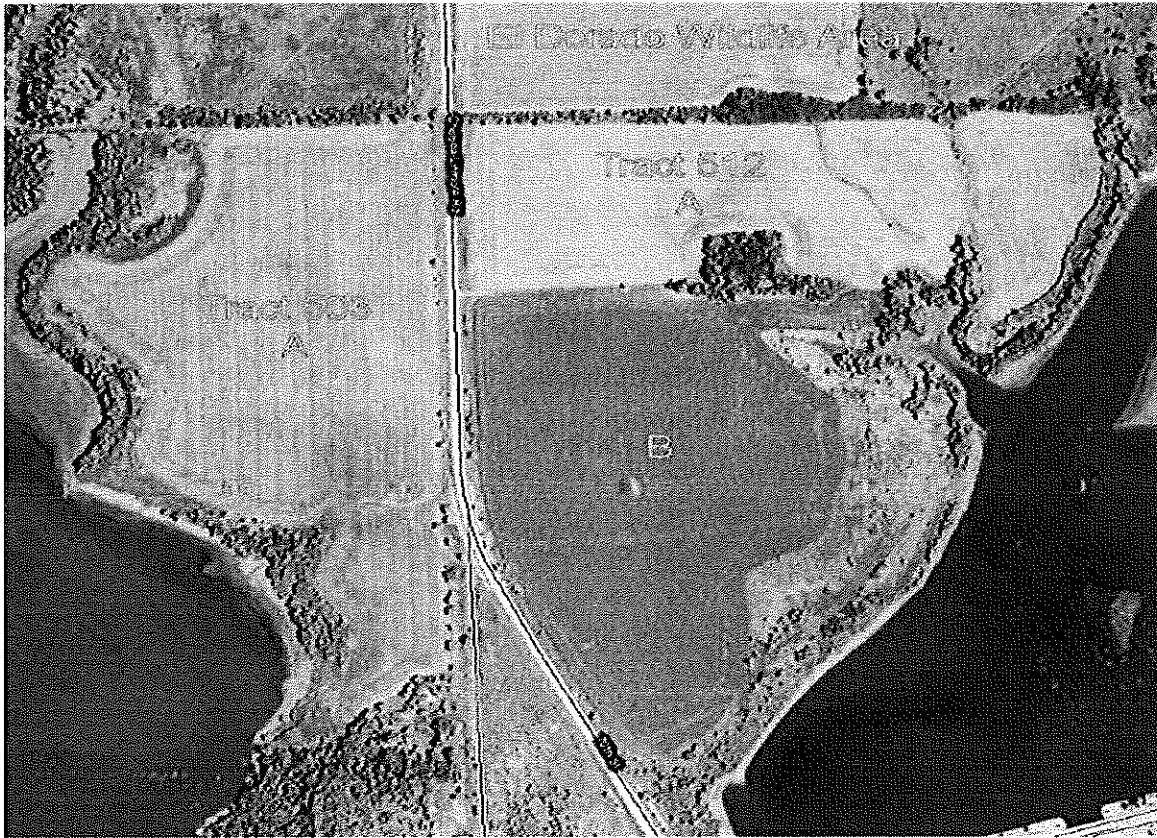
5. The states share (10 rows or 25 feet; whichever is greater) will be left unharvested along the entire outer perimeter of each field.
6. The manager may trade the states share of crops between fields, to enhance wildlife utilization.
7. Spring salvage of grain will be at the discretion of the area manager. If salvage is allowed, the permittee agrees to harvest, haul to the elevator, and sell the states share. In exchange for these services the permittee will receive 50% of all grain harvested, while the remaining 50% will be sold in the Departments name.
8. Sunflower acres must be planted before May 15. Department will receive 100% of sunflower acres and they will remain unharvested. Department agrees to compensate the permittee for creation by providing payment in the amount of \$9.50 per acre for land tillage, \$14.00 per acre for planting, and \$7.00 per acre for herbicide application. Seed and herbicide will be purchased by the permittee, but will be reimbursed by the Department.

Previous Year Issues:

To be documented, if any.

# El Dorado Wildlife Area

## Tract No. 503 - 512



Field	Wheat	Milo	Corn	Soybeans	Sunflower	Idle	Other	Total
503A				37				37
512A					28			28
512B	37							37
								0
								0
								0
								0
Total	37	0	0	37	28	0	0	102

NOTES: Section 28, T24S, R6E. Areas fallowed along the western edge of field 503A, the southern edge of field 512A, and the northeastern corner of 512B in 2009 shall become permanently retired.



# El Dorado Wildlife Area Tract No. 506 - 508



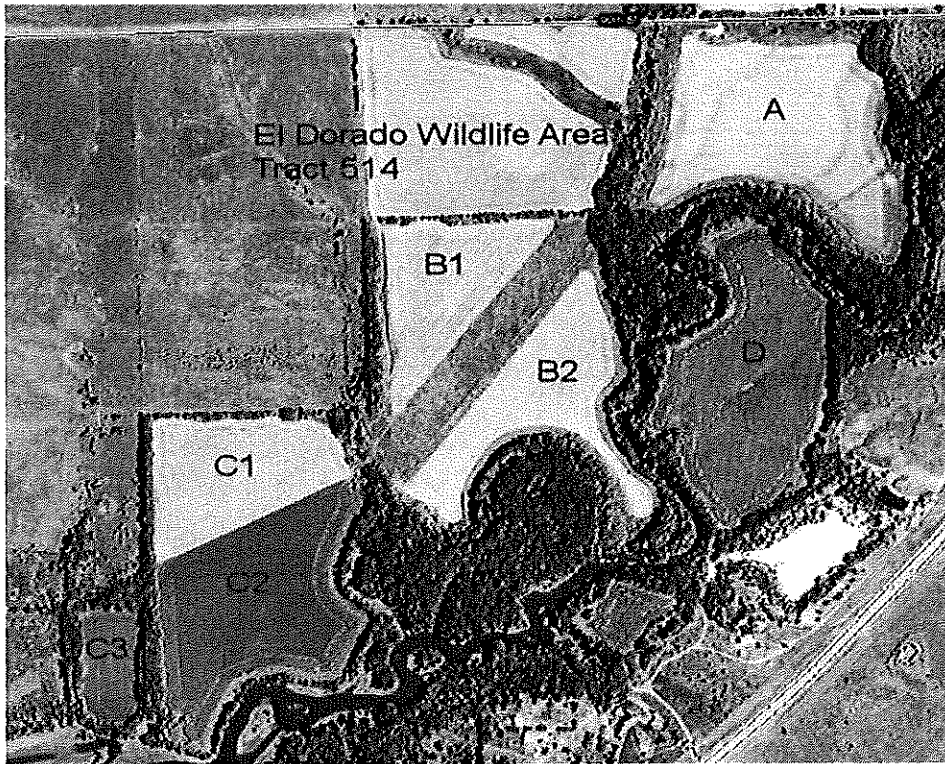
Crop Year: 2010

Field	Wheat	Milo	Corn	Soybeans	Sunflower	Idle	Other	Total
506A		10						10
506B		5						5
506C		17						17
								0
508A			42					42
508B				12				12
508C			6					6
Total	0	32	48	12	0	0	0	92

NOTES: Sections 20 & 21, T24S, R6E. Areas fallowed along the western and southern edges of field 506C in 2009 shall become permanently retired. Areas along the northern edge of field 506C have been targeted for riparian area width enhancements. Permittee will idle appropriate areas along the corridor to maintain a minimum of 100' from the edge of Cole Creek. These acres will become permanently idled.



# El Dorado Wildlife Area Tract No. 514



Crop Year: 2010

Field	Wheat	Milo	Corn	Soybeans	Sunflower	Idle	Other	Total
A			30					30
B1			16					16
B2				17				17
C1		17						17
C2		26						26
C3		5						5
D				29				29
Total	0	48	46	46	0	0	0	140

NOTES: Sections 22 & 23, T24S, R6E. Areas fallowed along the southern edge of fields B2, C2, and C3 in 2009 shall become permanently retired.